

FILED

1 THOMAS J. SPEISSL, III (SBN 200949)

1 TSpeiss@SYCR.com

2 STRADLING YOCOA CARLSON & RAUTH

100 Wilshire Blvd., Suite 400

Santa Monica, California 90401

Telephone: (424) 214-7042

Facsimile: (424) 214-7010

4 Attorneys for Plaintiff, Sillage, LLC

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CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
SANTA ANA

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8 UNITED STATES DISTRICT COURT  
9 FOR THE CENTRAL DISTRICT OF CALIFORNIA

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11 SILLAGE, LLC, a California  
Limited Liability Company,

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Plaintiff,

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vs.

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15 LOVE IS IN THE AIR, CORP, a  
Florida Corporation; LOVE IS IN  
16 THE AIR, LLC, a Florida Limited  
Liability Company; LUIS  
CHRISTIAN LONGA, an  
individual, and DOES 1-10

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Defendant.

18 CASE NO.: SACV13-01382 CJC (RNBx)

19 BY FAX

20 COMPLAINT FOR  
21 DECLARATORY RELIEF

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1 Plaintiff Sillage, LLC (“SILLAGE”) by and through its attorneys, hereby  
2 alleges as follows:

3  
4 **PARTIES**

5 1. Plaintiff SILLAGE is now and was at all times herein mentioned, a  
6 California limited liability company duly organized and existing under the laws of  
7 the State of California with its principal place of business at 660 Newport Center  
8 Drive, Suite 660, Newport Beach, California 92660.

9 2. Upon information and belief, Defendant Luis Christian Longa  
10 (“LONGA”) is an individual residing in Florida, with a principal residential  
11 address in Hialeah, Florida.

12 3. Upon information and belief, Defendant Love Is In The Air, LLC  
13 (“LOVE LLC”) is a Florida limited liability company duly organized and existing  
14 under the laws of the State of Florida with its principal place of business at 2284  
15 West 77<sup>th</sup> St., Hialeah, Florida 33016. *See Ex. A.*

16 4. Upon information and belief, Defendant Love Is In The Air, Corp.  
17 (“LOVE CORP”) is a corporation duly organized and existing under the laws of  
18 the State of Florida, and having its principal place of business at 2284 West 77<sup>th</sup>  
19 St., Hialeah, Florida 33016. *See Ex. B.*

20 5. Herein, LONGA, LOVE LLC and LOVE CORP are collectively  
21 referred to as Defendants.

22  
23 **JURISDICTION AND VENUE**

24 6. This is a civil action arising under the laws of the United States  
25 relating to trademarks (15 U.S.C. Sections 1114(1), 1117 and 1125(a)). This Court  
26 has federal question jurisdiction pursuant to 28 U.S.C. Sections 1331, 1338(a) and  
27 (b) and 2201-02.

1       7. This Court has personal jurisdiction over LONGA pursuant to  
2 California Code of Civil Procedure Section 410.10. Plaintiff is informed and  
3 believes, and thereon alleges, that LONGA has engaged in business activities in  
4 California, and has substantial, continuous and systematic contacts with the State  
5 of California in this Judicial District.

6       8.     This Court has personal jurisdiction over LOVE LLC pursuant to  
7 California Code of Civil Procedure Section 410.10. Plaintiff is informed and  
8 believes, and thereon alleges, that LOVE LLC has engaged in business activities in  
9 California, and has substantial, continuous and systematic contacts with the State  
10 of California in this Judicial District.

11 9. This Court has personal jurisdiction over LOVE CORP pursuant to  
12 California Code of Civil Procedure Section 410.10. Plaintiff is informed and  
13 believes, and thereon alleges, that LOVE CORP has engaged in business activities  
14 in California, and has substantial, continuous and systematic contacts with the  
15 State of California in this Judicial District.

16        10. The acts and transactions complained of herein were conceived,  
17 carried out, made effective, and had an effect within the State of California and  
18 within this Judicial District. Venue is proper under 28 U.S.C. Sections 1338(a),  
19 1391(b) and (c).

## FACTUAL ALLEGATIONS

## **Sillage Markets and Distributes the Most Highly Sought After Parfum in the World**

24        11. SILLAGE is engaged in the business of creating and providing luxury  
25 artisanal fragrances to discerning high-net-worth consumers.

26 12. SILLAGE owns and maintains over twenty (20) federally registered  
27 United States trademarks on file with the United States Patent and Trademark  
28 Office (the “USPTO”) for goods associated with parfum.

1           13. SILLAGE owns and maintains a sizable portfolio of international  
 2 trademarks for goods and services associated with fragrance.

3           14. With sales internationally, including in the United States, the United  
 4 Arab Emirates and within the European Union, SILLAGE has established a  
 5 significant reputation in its brands and in its sub-brands, in the field of parfum. In  
 6 particular, SILLAGE has established a reputation and goodwill in its business of  
 7 producing luxury crafted fragrances developed in collaboration with the finest  
 8 perfumers in the business, including the legendary Francis Camail and Mark  
 9 Buxton.

10          15. SILLAGE works with premium jeweler Swarovski to design its  
 11 stunningly embellished flacons and bottles.

12          16. SILLAGE uses only the highest quality ingredients in its products.

13          17. SILLAGE's reputation and goodwill in its products has been  
 14 recognized and enhanced through its products being featured in domestic and  
 15 internationally-circulated publications such as *Brides*, *GQ*, *Harper's Bazaar*, *La*  
 16 *Moda Dubai*, *Perfumerias Regia*, the *Robb Report*, *Tatler*, *Vogue*, *The World of*  
 17 *Interiors*, and, of course, *The Orange County Register*, as depicted below.



**Sillage Is The Rightful Owner Of The LOVE IS IN THE AIR Trademark,  
For Use In United States Commerce**

18. SILLAGE is the owner of the trademark LOVE IS IN THE AIR, United States Trademark Application No. 85/980,102 for use in connection with a line of perfumes (“PLAINTIFF’S MARK”).

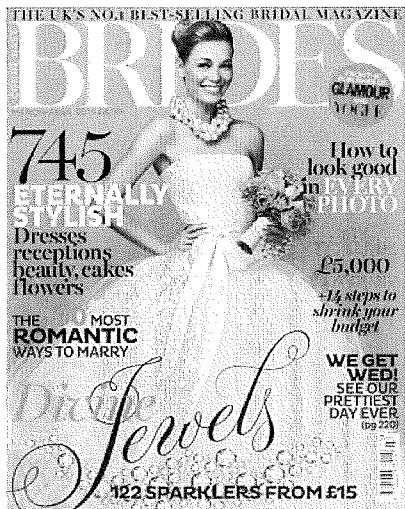
19. On June 14, 2012, Plaintiff filed its application for PLAINTIFF'S MARK with the USPTO.

20. On May 28, 2013, PLAINTIFF'S MARK was published for opposition in the USPTO's *Official Gazette*. No oppositions were filed to PLAINTIFF'S MARK.

11 || 21. On June 28, 2013, the period to oppose PLAINTIFF's MARK closed.

12        22. On August 9, 2013, Plaintiff filed its Statement of Use for  
13 PLAINTIFF'S MARK, declaring that it has used PLAINTIFF'S MARK in United  
14 States commerce since at least as early as March 11, 2013.

15        23. SILLAGE has expended significant time, energy and expense to  
16 promote PLAINTIFF'S MARK, including but not limited to tradeshow attendance,  
17 interviews, print ads, online marketing campaigns, couture events, advertising, and  
18 marketing, as depicted below.



1       24. Based on SILLAGE's extensive use and promotion of PLAINTIFF'S  
 2 MARK, the mark has become distinctive and known in the United States and  
 3 global marketplace as identifying SILLAGE as the source of origin for the  
 4 products marketed and provided in connection therewith.

5       **Consumers Of The Sillage Line Of Parfums Are Some Of The Most Highly  
 6 Discerning Parfum Purchasers In The World**

7       25. SILLAGE's, individually numbered, limited edition line, including  
 8 products sold under PLAINTIFF'S MARK, are widely considered as some of the  
 9 most expensive and desirable parfums in the world.

10      26. SILLAGE products, including those sold under PLAINTIFF'S  
 11 MARK, retail in the United States and abroad at an entry level of approximately  
 12 \$350.00 USD per 75 ml bottle and continue up to and past approximately  
 13 \$3,500.00 USD per 75 ml bottle in certain global markets.

14      27. SILLAGE's customers are typically high-net-worth individuals with  
 15 exquisitely discerning and sophisticated taste, who seek out the most unique and  
 16 exclusive products and exercise an extremely high degree of care making luxury  
 17 purchases.

18      28. SILLAGE's customers purchase the SILLAGE parfum at specialty  
 19 retailers, as well as high end boutiques and hotels — such as Saks Fifth Avenue  
 20 locations throughout the United States, Kazakhstan and the United Arab Emirates;  
 21 The Scent Bar in Los Angeles; Parfumerie Nasreen in Seattle, Washington; the  
 22 Royal Palace of Oman; and, the Boscolo Hotel Excedra, located in Milano, Italy.

23       **Defendants Market and Sell the Cheapest and Most Inexpensive  
 24 Scented Oil in the World**

25      29. On July 5, 2013, SILLAGE received a cease and desist letter from  
 26 Defendants' counsel, asserting LONGA's alleged common law trademark rights in  
 27 LOVE IS IN THE AIR ("DEFENDANTS' MARK") in connection with, *inter alia*,

1 “body oil; essential oils for aromatherapy use; incense....” A true and correct copy  
 2 of the letter is attached hereto as **Ex. C.**

3       30. Upon information and belief, Defendants market and sell the  
 4 cheapest and most inexpensive scented oils in the world, which is sold at retail for  
 5 as little as \$2.50 per bottle.

6       31. Defendants’ products are marketed with multiple scent variants,  
 7 individually identified by specific names, which — apparently, and upon  
 8 information and belief — are descriptive of the scent and “attitude” meant to be  
 9 conveyed by the scented oil. These product names include, without limitation:  
 10 “Butt Naked”, “Lick Me All Over”, “Money”, “Myrrh”, “Orgasm”, “Patchouli”,  
 11 “Sex On The Beach” and other adult-themed product names, including  
 12 anatomically named products.

13       32. Upon information and belief, the scent variants’ name is equal in size  
 14 or larger than DEFENDANTS’ MARK on Defendants’ label and packaging.

15       33. Upon information and belief, consumers of Defendants’ products do  
 16 not exercise a high degree of care in choosing their scented oils — at \$2.50 per  
 17 bottle, such care is next to impossible.

18       34. Upon information and belief, Defendants are “experts... of the Gift  
 19 Industry” and not engaged promoting products in the luxury fragrance industry.

20       35. Upon information and belief, Defendants’ products are not sold in  
 21 luxury boutiques or high-end retailers, but are instead sold in, *inter alia*, “New Age  
 22 Stores” and “Cart and Kiosk or Convenience Stores”.

23       36. Upon information and belief, Defendants sell and ship their scented  
 24 oils in Florida.

25       37. Upon information and belief, on or about August 13, 2013,  
 26 Defendants shipped products into California and this Judicial District.

27       38. Upon information and belief, on May 10, 2013, Defendants filed the  
 28 following trademark applications,

1 a. LOVE IS IN THE AIR, United States Trademark Application  
2 No. 85/928,739 for "Body oil; Essential oils for aromatherapy use; Incense;  
3 Perfume; Perfume oils; fragrance oils"; and,

7 (Collectively, US TM App. Nos. 85/928,739 and 85/928,839 shall be referred to as  
8 DEFENDANTS' APPLICATIONS".)

9       39. DEFENDANTS' APPLICATIONS were filed before PLAINTIFF'S  
10 MARK was published for opposition, yet Defendants did not file an Opposition  
11 against the registration of PLAINTIFF'S MARK with the USPTO, or otherwise  
12 seek a request for an extension of time to file an Opposition.

13       40. Upon information and belief, not one single customer of Defendants' 14 scented oils— who are casual consumers, that are accustomed to purchasing a 15 bottle of scented oil at a new age store or a mall kiosk — have been confused 16 between SILLAGE's \$3,500.00 bottle of parfum marketed and sold under 17 PLAINTIFF'S MARK and Defendants' \$2.50 bottles of scented oil. In addition, 18 nor could any actual confusion ever result between SILLAGE's elegant, high-end 19 parfum and Defendants' adult-themed cheap and convenience store- marketed 20 perfume oil.

21 41. On information and belief, Defendants have not suffered any harm,  
22 damage to reputation or dilution from SILLAGE's use of PLAINTIFF'S MARK.  
23 Upon information and belief, discovery may demonstrate that Defendants may  
24 benefit from any association that may be forged between it and Plaintiff.

25 42. The parties have been unable to resolve this matter.

## CLAIM FOR RELIEF

*(Declaratory Judgment for Trademark Non-Infringement)*

43. SILLAGE hereby realleges and incorporates by reference each of the allegations from paragraphs 1 through 42 hereof as if fully stated herein.

44. An actual case or controversy exists by virtue of Defendants' allegation that SILLAGE is violating Defendants' common law trademark rights in the DEFENDANTS' MARK and Defendants' intent to bring an infringement suit and/or initiate cancellation proceedings if SILLAGE continues to manufacture, advertise and sell its products under PLAINTIFF'S MARK.

45. SILLAGE denies any violation of Defendants' alleged trademark rights in the DEFENDANTS' MARK and further denies that any of SILLAGE's acts amount to infringement of any such rights.

46. SILLAGE is informed and believes, and thereon alleges, that its manufacture, advertisement and sale of high-end exclusive perfume does not infringe any valid and enforceable trademark rights of the Defendants in the DEFENDANTS' MARK.

47. SILLAGE is informed and believes, and thereon alleges, that there is no likelihood of confusion between Defendants' alleged trademark rights and SILLAGE's manufacture, advertisement or sale of high-end exclusive perfume under PLAINTIFF'S MARK because the marks are distinguishable, the products are vastly different, the consumer of SILLAGE's product are highly discerning and sophisticated in contrast to Defendants' casual consumers, the product costs are vastly different, as well as the channels of sales and marketing are sufficiently distinct to allay consumer confusion.

48. SILLAGE is informed and believes, and thereon alleges, that Defendants do not have any valid or enforceable trademark rights in DEFENDANTS' MARK because of Defendants' failure to meet the Lanham Act statutory requirements, trademark abandonment and unclean hands.

1       49. Unless Plaintiff is found not to infringe DEFENDANTS' MARK, or  
2 unless said trademark is adjudged invalid or unenforceable, a cloud of doubt will  
3 exist in the minds of SILLAGE's customers and potential customers regarding  
4 SILLAGE's lawful right to continue to use its trademark in connection with the  
5 use, manufacture, advertisement and sale of its products.

6 50. SILLAGE is entitled to a judicial declaration that it does not infringe  
7 any valid common law trademark rights held by the Defendants.

## PRAYER FOR RELIEF

10 WHEREFORE, Plaintiff SILLAGE prays for the following relief:

11 A. A judgment and order declaring that SILLAGE's use, manufacture,  
12 advertisement and sale of products under the trademark LOVE IS IN THE AIR  
13 does not infringe any trademark rights held by Defendants;

14 B. A judgment and order declaring that the DEFENDANTS' MARK is  
15 invalid;

16 C. A judgment and order declaring that DEFENDANTS' MARK is  
17 unenforceable;

18 D. An award of SILLAGE's costs and attorneys' fees as allowed by law;  
19 and,

20 E. For such other and further relief as the Court may deem just and  
21 proper and for all other relief to which SILLAGE is entitled.

DATED: September 4, 2013

STRADLING YOCCA CARLSON  
& RAUTH, P.C.  
A Professional Corporation

By: Thomas J. Speiss, III  
Attorneys for Plaintiff SILLAGE, LLC

**JURY DEMAND**

SILLAGE hereby demands a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure on the cause of action asserted in its Claim.

DATED: September 4, 2013

STRADLING YOCOA CARLSON  
& RAUTH, P.C.  
A Professional Corporation

By: Thomas J. Speiss, III  
Attorneys for Plaintiff SILLAGE, LLC

EXHIBIT A

Detail by Entity Name

Page 1 of 2

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS



**Detail by Entity Name**

**Florida Limited Liability Company**

LOVE IS IN THE AIR LLC

**Filing Information**

Document Number	L13000091111
FEI/EIN Number	NONE
Date Filed	05/06/2013
State	FL
Status	ACTIVE
Effective Date	05/06/2013

**Principal Address**

2284 WEST 77 STREET  
HIALEAH, FL 33016

**Mailing Address**

2284 WEST 77 STREET  
HIALEAH, FL 33016

**Registered Agent Name & Address**

LONGA, LUIS C  
2284 W 77 ST HIALEAH FL, 33016  
HIALEAH, FL 33016

**Manager/Member Detail**

**Name & Address**

Title MGR

LONGA, LUIS C  
2284 W 77 ST HIALEAH FL, 33016  
HIALEAH, FL 33325

**Annual Reports**

**No Annual Reports Filed**

**Document Images**

05/06/2013 -- Florida Limited Liability [View image in PDF format](#)

Detail by Entity Name

Page 2 of 2

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State of Florida, Department of State

EXHIBIT B

Detail by Entity Name

Page 1 of 2

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS



## Detail by Entity Name

### Florida Profit Corporation

LOVE IS IN THE AIR, CORP.

### Filing Information

Document Number	P96000087066
FEI/EIN Number	650706095
Date Filed	10/22/1996
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	08/18/2004
Event Effective Date	NONE

### Principal Address

2284 W 77 STREET  
HIALEAH, FL 33016

Changed: 03/12/2009

### Mailing Address

2284 W 77 STREET  
HIALEAH, FL 33016

Changed: 03/12/2009

### Registered Agent Name & Address

LONGA, LUIS ALEXANDER  
2284 WEST 77 STREET  
HIALEAH, FL 33016

Name Changed: 03/12/2009

Address Changed: 04/18/2011

### Officer/Director Detail

#### Name & Address

Title P

LONGA, LUIS ALEXANDER  
2284 WEST 77 STREET  
HIALEAH, FL 33016

Detail by Entity Name

Page 2 of 2

Title VP

LONGA, LUIS C  
 2284 WEST 77 STREET  
 HIALEAH, FL 33016

**Annual Reports**

Report Year	Filed Date
2010	04/28/2010
2011	04/18/2011
2012	03/15/2012

**Document Images**

<a href="#">03/15/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/18/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/28/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/17/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/12/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/11/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">04/23/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/18/2004 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">03/29/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/06/2004 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">05/27/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/28/2002 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/14/2001 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/12/2000 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/25/1999 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/18/1998 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/06/1997 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/22/1996 -- DOCUMENTS PRIOR TO 1997</a>	<a href="#">View image in PDF format</a>

EXHIBIT C

**Alcoba Law Group, P.A.**  
*Patent, Trademark, and Copyright Law*  
3399 NW 72<sup>nd</sup> Avenue, Suite 211  
Miami, Florida 33122  
Dade: (305) 362-8118  
[www.MiamiPatents.com](http://www.MiamiPatents.com)

July 5, 2013

**Sent via Certified Mail: 7003 1010 0002 0225 5895**

**Sent via E-mail: trademarks@bakerlaw.com**

Mark Krietzman

Baker Hostetler, LLP

Washington Square, Suite 1100

1050 Connecticut Avenue NW

Washington, District of Columbia 20036

Re: LOVE IS IN THE AIR TRADEMARK APPLICATION

Dear Mr. Krietzman:

We are the intellectual property counsel for Mr. Luis Christian Longa. It has come to Mr. Longa's attention that Sillage, LLC, ("Sillage") intends to promote and sell perfumes, colognes, and candles bearing the "LOVE IS IN THE AIR" mark in the United States. It is our understanding that Sillage, LLC is promoting its product line on its website, [www.houseofsillage.com](http://www.houseofsillage.com) to promote sales and provide its customers the option of acquiring said products via the internet.

Our client is the common law trademark owner of LOVE IS IN THE AIR and has recently filed an in use application for various products, primarily body oil; essential oils for aromatherapy use; incense; perfume; perfume oils; fragrance oils. Mr. Longa has used The LOVE IS IN THE AIR word mark and related design mark identified in the enclosed attachments continuously and exclusively in connection with these products since at least as early as December 31, 1996.

For over a decade prior to Sillage's filing of its intent to use application on June 14, 2012, our client has used the word and related design mark for LOVE IS IN THE AIR. Mr. Longa's marks are recognized indicators of source and origin as a result of the marks' long use in connection with the goods identified in the applications filed May 10, 2013.

Mr. Longa has sold millions of dollars' worth of products under the LOVE IS IN THE AIR marks. By virtue of the long history of our client's usage of LOVE IS IN THE AIR, these trademarks are recognized within the trade and to the general public, and have acquired a substantial amount of good will and distinctiveness indicating source in Mr. Longa. It is of grave

concern that your client has adopted a virtually identical mark in relation to identical goods in which our client currently sells and distributes in commerce.

The word aspect of Sillage's mark is identical to Mr. Longa's marks in appearance, sound, and connotation. The goods in which Sillage intends to sell and distribute in commerce may be sold or rendered through the same channels of trade that our client currently targets and distributes product in. Sillage's mark will cause harm and damage to our client's best interests because the products may be sold or rendered to the same class of purchasers.

It is our client's position that Sillage's use of the LOVE IS IN THE AIR mark in commerce is 1) likely to induce confusion, mistake or deception in the public; 2) likely to lead the public to believe there exists an association between our client and your products; 3) likely to dilute the distinctive quality of our client's marks; and 4) would be injurious to our client's proprietary rights and goodwill.

If your client does not expressly abandon its LOVE IN THE AIR trademark application, our client has authorized us to initiate a cancellation proceeding against Sillage if its application obtains a registration. We believe the Trademark Trial and Appeal Board encourages parties to settle registrability issues prior to filing a cancellation proceeding. For this reason, we demand and insist that you cease all promotional activity and abandon any intent to use the mark or commercial use, (if you have started use of the mark) in the United States. In order to resolve this matter amicably, we demand Sillage:

1. Discontinue the use or preparation to use any trademark and or any other name, mark, or logo confusingly similar to Mr. Longa's;
2. Destroy all materials displaying any trademark and/or any other name, mark, or logo confusingly similar to Mr. Longa's, including but not limited to signs, billboards, advertisements, forms, labels, tags, removal of all references to LOVE IS IN THE AIR on its website(s);
3. Agree permanently to cease all use of any trademark and/or any other name, mark, or logo confusingly similar to Mr. Longa's; and provide written confirmation of your client's discontinuance and destruction of these materials;
4. Agree to expressly abandon application serial number 85-652,508;

In the event that you promptly comply with these demands, we are willing to waive our various potential claims against you. If your client does not cease activity pertaining to the promotion of LOVE IS IN THE AIR, your use of the LOVE IS IN THE AIR mark will be deemed unauthorized and unlawful for it will be construed as willful infringement of our client's rights.

Please contact us no later than the close of business on July 15, 2013 so that we may discuss an informal resolution of this matter. If you fail to comply with these requests, our client has authorized us to pursue all legal remedies available. This letter is written for settlement purposes only and without waiver of any of Mr. Longa's rights and remedies, all of which are expressly reserved.

We trust that after you have reviewed this matter, you will conclude that the best course of action is to promptly comply with our demands herein. Please direct all correspondence in connection with this matter to the undersigned.

Respectfully yours,  
**ALCOBA LAW GROUP, P.A.**  
Attorneys for Mr. Christian Longa

/Ruben Alcoba/  
Ruben Alcoba  
Registered Patent Attorney  
Florida Bar No. 169160  
alcoba@miamipatents.com

/Juliet Alcoba/  
Juliet Alcoba  
Florida Bar No. 95502  
jalcoba@miamipatents.com

**Alcoba Law Group, P.A.**  
*Patent, Trademark, and Copyright Law*  
3399 NW 72<sup>nd</sup> Avenue, Suite 211  
Miami, Florida 33122  
Dade: (305) 362-8118  
[www.MiamiPatents.com](http://www.MiamiPatents.com)

July 22, 2013

**Sent via Certified Mail: 7008 1140 0001 7705 9332**

**Sent via E-mail: trademarks@bakerlaw.com**

Mark Krietzman

Baker Hostetler, LLP

Washington Square, Suite 1100

1050 Connecticut Avenue NW

Washington, District of Columbia 20036

Re: LOVE IS IN THE AIR TRADEMARK APPLICATION  
**SECOND DEMAND THAT SILLAGE, LLC WITHDRAW ITS  
APPLICATION**

Dear Mr. Krietzman:

We have not received a response to our July 5, 2013 letter assuring our client that Sillage, LLC is taking the required steps to withdraw United States Application Serial No. 85-652,508. As we explained in our letter, a copy of which is attached, your client's adoption of a virtually identical mark to Mr. Longa's "LOVE IS IN THE AIR" mark for identical goods is of grave concern and is likely to cause consumer confusion.

If we do not hear from you or your client within one week of the date of this letter, we will assume that your client does not wish to resolve this matter amicably and will take appropriate steps to ensure our client's valuable rights are protected. This letter is written for settlement purposes only and without waiver of any of Mr. Longa's rights and remedies, all of which are expressly reserved.

Please direct all correspondence in connection with this matter to the undersigned.

Respectfully yours,  
**ALCOBA LAW GROUP, P.A.**  
Attorneys for Mr. Christian Longa

/Ruben Alcoba/  
Ruben Alcoba  
Registered Patent Attorney

Florida Bar No. 169160  
alcoba@miamipatents.com

/Juliet Alcoba/  
Juliet Alcoba  
Florida Bar No. 95502  
jalcoba@miamipatents.com

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to District Judge Cormac J. Carney and the assigned Magistrate Judge is Robert N. Block.

The case number on all documents filed with the Court should read as follows:

**SACV13-01382 CJC (RNBx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge.

Clerk, U. S. District Court

September 5, 2013

Date

By A. Gonzalez

Deputy Clerk

---

NOTICE TO COUNSEL

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

Western Division  
312 N. Spring Street, G-8  
Los Angeles, CA 90012

Southern Division  
411 West Fourth St., Ste 1053  
Santa Ana, CA 92701

Eastern Division  
3470 Twelfth Street, Room 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.



**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

**I. (a) PLAINTIFFS** ( Check box if you are representing yourself  )

SILLAGE, LLC, a California Limited Liability Company

**DEFENDANTS** ( Check box if you are representing yourself  )

LOVE IS IN THE AIR, CORP, a Florida Corporation; LOVE IS IN THE AIR, LLC, a Florida Limited Liability Company; LUIS CHRISTIAN LONGA, an individual, and DOES 1-10

**(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)**

Thomas J. Speiss, III  
STRADLING YOCOA CARLSON & RAUTH, P.C.  
100 Wilshire Blvd., Suite 400, Santa Monica, CA 90401  
Ph. 424-214-7000 Fax 424-214-7010

**(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)****II. BASIS OF JURISDICTION** (Place an X in one box only.) 1. U.S. Government Plaintiff 3. Federal Question (U.S. Government Not a Party) 2. U.S. Government Defendant 4. Diversity (Indicate Citizenship of Parties in Item III)**III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only**

(Place an X in one box for plaintiff and one for defendant)

	PTF	DEF	Incorporated or Principal Place of Business in this State	PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. ORIGIN** (Place an X in one box only.) 1. Original Proceeding 2. Removed from State Court 3. Remanded from Appellate Court 4. Reinstated or Reopened5. Transferred from Another District (Specify) 6. Multi-District Litigation **V. REQUESTED IN COMPLAINT: JURY DEMAND:**  Yes  No (Check "Yes" only if demanded in complaint.)CLASS ACTION under F.R.Cv.P. 23:  Yes  No**MONEY DEMANDED IN COMPLAINT:** \$ To be proven at trial**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)  
Declaratory Judgment for Trademark Non-Infringement**VII. NATURE OF SUIT** (Place an X in one box only).

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	<b>TORTS</b>	<input type="checkbox"/> 530 General	<input checked="" type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 140 Negotiable Instrument	<b>PERSONAL PROPERTY</b>	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 535 Death Penalty Other:	<b>SOCIAL SECURITY</b>
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> Product Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 330 Fed. Employers' Liability	<b>BANKRUPTCY</b>	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 340 Marine	<b>FORFEITURE/PENALTY</b>	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 160 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<b>FEDERAL TAX SUITS</b>		
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609	
<input type="checkbox"/> 893 Environmental Matters		<input type="checkbox"/> 360 Other Personal Injury	<b>CIVIL RIGHTS</b>		
<input type="checkbox"/> 895 Freedom of Info. Act		<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 440 Other Civil Rights		
<input type="checkbox"/> 896 Arbitration		<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 441 Voting	<b>LABOR</b>	
899 Admin. Procedures		<input type="checkbox"/> 367 Health Care/Pharmaceutical	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> Act/Review of Appeal of Agency Decision		<input type="checkbox"/> Personal Injury Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
950 Constitutionality of State Statutes		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 740 Railway Labor Act	
			<input type="checkbox"/> 446 American with Disabilities Other	<input type="checkbox"/> 751 Family and Medical Leave Act	
			<input type="checkbox"/> 448 Education	<input type="checkbox"/> 790 Other Labor Litigation	
				<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

FOR OFFICE USE ONLY: Case Number:

**SACV13-01382 CJC (RNBx)**

AFTER COMPLETING PAGE 1 OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED ON PAGE 2.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA**  
**CIVIL COVER SHEET**

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed?  NO  YES

If yes, list case number(s): \_\_\_\_\_

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case?  NO  YES

If yes, list case number(s): \_\_\_\_\_

**Civil cases are deemed related if a previously filed case and the present case:**

(Check all boxes that apply)

- A. Arise from the same or closely related transactions, happenings, or events; or
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.

Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District: <sup>*</sup>	California County outside of this District; State, if other than California; or Foreign Country
Orange County	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.

Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District: <sup>*</sup>	California County outside of this District; State, if other than California; or Foreign Country
	Miami-Dade County, Florida

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.  
**NOTE: In land condemnation cases, use the location of the tract of land involved.**

County in this District: <sup>*</sup>	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

<sup>\*</sup>Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

**X. SIGNATURE OF ATTORNEY (OR SELF-REPRESENTED LITIGANT):** \_\_\_\_\_

DATE: September 4, 2013

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))